

REQUEST FOR PROPOSAL

Landscaping Services for the following locations:

| Location | Address | City | Zip |
|---------------------------------------|---------------------|--------------|-------|
| Francis A. Higgins Elementary | 29901 24 Mile Rd. | Chesterfield | 48051 |
| Anna Mae Burdi Early Childhood Center | 29851 24 Mile Rd. | Chesterfield | 48051 |
| Joseph M. Carkenord Elementary | 27100 24 Mile Rd. | Chesterfield | 48051 |
| Atwood Elementary | 45690 North Avenue | Macomb | 48042 |
| L'Anse Creuse High School - North | 23700 21 Mile Rd. | Macomb | 48042 |
| L'Anse Creuse Middle School - North | 46201 Fairchild Rd. | Macomb | 48042 |

Prepared By: Kathy Konon

586-783-6300

Date: October 23, 2025

Pre-bid Onsite Walk-through: 12:00 pm, October 30, 2025 Meet at 24400 FV Pankow Blvd, Clinton Township, MI 48036

Due Date of Bid: 12:00pm, November 13, 2025

Please complete the section below and include this page as the first page of the bid package:

| Bidder/Contractor Name: | | | | |
|-------------------------|--------|---|------|--|
| Representative Name: | | | | |
| Street Address: | | | | |
| City, State | and Zi | р | | |
| Phone: | | · | Fax: | |
| Email: | | | | |

REQUEST FOR PROPOSAL

L'Anse Creuse Public Schools is seeking proposals for the provision Landscaping Services. The contact for this procurement is the Director of Operations, Patrick Ward, 24400 F. V. Pankow Boulevard, Clinton Township, Michigan 48036 Telephone: 586.783.6550, extension 1100.

The words "Landscaping Services - Sealed Bid, Date Due: November 13, Time Due: 12:00 pm" must appear on the outside of the envelope in the lower left-hand corner. Bids must be signed by a representative of the company submitting the bid. Three (3) printed copies of the Sealed Bid must be delivered in person or sent by mail to:

Katherine Konon L'Anse Creuse Public Schools Harry L. Wheeler Community Center and Administrative Offices 24076 F. V. Pankow Boulevard Clinton Township, MI 48036

To be valid bids must be received <u>no later than 12 p.m. on November 13, 2025.</u> Bids received after this date and time will not be accepted or considered.

All Contractors submitting Proposals must provide a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the Bidder submitting a Proposal, and any member of the L'Anse Creuse Public Schools District Board of Education, the L'Anse Creuse Public Schools District Superintendent, or the Assistant Superintendent of Business & Operations. The District will not accept a Proposal that does not include this sworn and notarized disclosure statement.

All Contractors submitting Proposals must provide a sworn and notarized Affidavit of Compliance pursuant to the Iran Economic Sanctions Act, Michigan Public Act No.517 of 2012. The District will not accept a Proposal that does not include this sworn and notarized disclosure statement.

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Bid, and the right to award the Contract to other than the Proposer submitting the best financial bid (low bidder). The School District reserves the right to request additional information from any or all Proposers.

DUE: November 13, 2025, at 12:00pm

GENERAL TERMS AND CONDITIONS

1) Objective: Please see the Scope of Work & Background Information Section for further details on the project.

- 2) <u>Bidding on This Project:</u> Each Proposal must be submitted completed as provided in the RFP. No alteration, erasure, or addition is to be made in the typewritten matter or changes to the Bid Table (except for required information to be provided by the Contractor). Failure to follow this instruction may result in disqualification.
- 3) Project Timeline: All pertinent dates for submission of bids are included in this document as posted.
- 4) <u>Delivery of Proposals:</u> The words "Landscaping Services Sealed Bid, Date Due: November 13, Time Due: 12:00pm." must appear on the outside of the envelope in the lower left-hand corner. Bids must be signed by a representative of the company submitting the bid. Three (3) printed copies of the Sealed Bid must be delivered in person or sent by mail to:

Katherine Konon L'Anse Creuse Public Schools Harry L. Wheeler Community Center and Administrative Offices 24076 F. V. Pankow Boulevard Clinton Township, MI 48036

- 5) Late Proposals: Any Proposals or revisions received after the due date will not be accepted or considered.
- **Opening of Bids:** All bid submissions must be delivered sealed and will not be opened by the District until the Due Date and Time has passed. A public bid opening will be held November 13, at 12:05 p.m. at the following address:

L'Anse Creuse Public Schools Harry L. Wheeler Community Center & Administrative Offices 24076 FV Pankow Boulevard Clinton Township, MI 48036

- 7) Restrictions on Communication: From the issue date of this RFP until a Contractor is contacted by the School District, a Contractor shall not communicate about the subject of the RFP or a Contractor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees except as detailed below. The School District reserves the right to request additional information from any or all Contractors.
- 8) Questions Regarding the Project: Requests that the School District clarify information contained in this RFP are allowed. Any requests for clarification or questions regarding this RFP, must be sent via email to Nicolette Trask, traskni@lc-ps.org no later than November 4, 2025. The description LANDSCAPING RFP must appear in the subject line. All questions and answers will be posted on the District website, with the RFP, by November 7, 2025.
- 9) Addenda: If it becomes necessary to revise any part of the specifications, an addendum will be issued and added to this document and posted on the District website. All addenda shall become a part of the bid. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda, but the failure of a Contractor to receive, or acknowledge receipt of any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.
- 10) <u>Standards:</u> The attached product specifications should be considered as a minimum requirement. Any deviations from the standard specified will be considered only when fully described and accompanied by descriptive literature and samples. Any references in this document to a particular article, product, or material, by proprietary name, manufacturer, make, or catalogue number, shall be interpreted as establishing a standard or quality or design and **SHALL NOT** be construed as limiting competition.

DUE: November 13, 2025, at 12:00pm

11) The School District reserves the right to decide if an item is "similar or equal" to the item specified and final decision will be at the District's sole discretion. The quantities shown are annual estimates. The School District makes no guarantee to purchase any or all products in the quantities shown.

- 12) Exceptions to Specifications: The submission of a Proposal will be construed to mean that the Contractor is fully informed as to the extent and the character of the supplies, materials, or equipment required and a representation that the Contractor can furnish them in complete compliance with the specifications. Any exceptions to the terms and conditions or any other special considerations or conditions requested or required by the Contractor MUST be specifically outlined and be submitted as part of the Proposal, together with an explanation as to the reason such terms and conditions of these specifications cannot be met by, or, in the Contractor's opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All pricing factors must be clearly indicated in the manner required on the pricing pages/electronic file provided as part of this RFP.
- **13)** <u>Irrevocability of Bids:</u> Proposals may be withdrawn at any time before the Due Date. No modifications are allowed after the opening time and date. All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred eighty (180) calendar days following the Due Date.
- **14)** <u>Incorporation by Reference:</u> These specifications and the Contractor responses shall be incorporated by reference into any purchase contract or purchase order that may result from this RFP.
- **15)** Reservation of Rights: The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the Bid process or any Proposal, and the right to award the Contract to other than the Contractor submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors.
- 16) <u>Termination for Cause</u>: In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to any condition or representation contained in the Contract, or the requirements contained in the RFP and the Contractor's Bid, the School District shall have the right to give written notice to Contractor of such failure. Non-performance of contractual obligations can include, but is not limited to, failure to supply awarded product or service, failure to comply with bid requirements and awarded pricing, failure to deliver on time, unauthorized substitution of product, failure to submit timely and accurate reports and/or invoices and failure to service the contract in a professional manner. If such failure is not cured to the School District's satisfaction within ten (10) business days from the time of receipt of such notice the School District shall have the right to terminate immediately without the requirement of a further written notice. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor shall cease.
- 17) <u>Termination for Convenience:</u> The School District, on thirty (30) days advanced written notice to the Contractor, may terminate the Contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for products or services actually received or performed under the Contract prior to the effective date of the termination.
- **18)** <u>Pricing:</u> The contract begins April 1, 2026. Pricing shall be for three (3) lawn maintenance seasons (April November), but may be renewed for additional years if both parties agree to renew the contract. If the contract is renewed, any price increase shall not exceed (3) percent, per year, for any reason. Both parties shall agree in writing to the price increases if the contract is renewed.
- **19)** <u>Cost Increases:</u> The School District is not responsible for any other charges (including, but not limited to, fuel surcharges, handling, etc.) for any reason during the contract period.
- **20)** <u>Minimum Order Requirements:</u> Preference may be given to Contractors who offer no minimum order requirements. If a minimum order of quantity is required, it must be noted on the space provided in the "Other Requirements" section of this document.

DUE: November 13, 2025, at 12:00pm

21) <u>Taxes:</u> The School District is a tax-exempt entity. Exemption certificates, if required, will be furnished on forms provided by the Contractor and acceptable to the School District. Contractor is otherwise responsible for any other applicable taxes related to the purchase of product or equipment.

- **22)** <u>Collusive Bidding:</u> The Contractor certifies that their Bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a Bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- **23)** <u>Assignment:</u> Assignment or transfer of any rights, interest, or delegation of responsibilities of the Awarded Contractor under the contract will not be allowed without the expressed written consent of the School District.
- **24)** Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Macomb County, Michigan.
- **25)** <u>Confidentiality:</u> Any Contractor awarded a contract or purchase order agrees that it will not publish or otherwise mention, refer to or disclose its work for or with L'Anse Creuse Public Schools for any reason without the advance written permission of the Assistant Superintendent of Business & Operations.
- **26)** Familial Relationship Disclosure: All Proposals must be accompanied by an affidavit disclosing any Familial Relationship that exists between the owner and/or any employee of the Contractor and any member of the Board of Education, the Superintendent, or the Assistant Superintendent of Business & Operations of the District. Information about officials holding the mentioned titles can be found at the School District's website at https://www.lc-ps.org. Bids that are not accompanied by a sworn and notarized affidavit will not be considered or accepted by the School District.
- 27) Affidavit of Compliance: All Proposals must be accompanied by an affidavit that hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that, in the event a Contractor is awarded a contract as a result of the aforementioned Request For Bid, the Contractor will not become an "Iran linked business" at any time during the course of performing the Work or any services under the contract. Bids that are not accompanied by a sworn and notarized affidavit will not be considered or accepted by the School District.
- **28) Debarment:** The Contractor must certify that your organization (or any sub-contractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency on the "Certifications and Representations" form. Submission is also agreement that the School District will be notified of any change in this status.
- **29)** Byrd Anti-Lobbying Amendment: The Contractor must certify that your Firm is in compliance with the Byrd Anti-Lobbying Amendment on the "Certifications and Representations" form.
- **30)** Equal Employment Opportunity: Pursuant to Equal Employment Opportunity Commission (EEOC) regulations, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age or disability.
- **31)** Repairs to Property Damage: Damage to any School District Facilities or properties caused by the Contractor, its agents or employees shall be repaired so that facilities or properties are in as good condition as before entering into the Contract. All repairs shall be accomplished at no cost to the School District.
- **Payments:** Payment will be made after receipt of the successful Contractor's submittal of invoice. Payment of undisputed amounts in each invoice shall generally be made within thirty (30) days of receipt of the invoice. Disputes regarding amounts contained in any invoice will be communicated to the Contractor by the School District, in writing (via letter or email), within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the School District's satisfaction within ten (10) business days prior to payment due date.

DUE: November 13, 2025, at 12:00pm

33) Force Majeure: In the event the Contractor is unable to provide Landscaping Service herein specified because of any act of God (excluding inclement weather), civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Contractor's control, the School District shall excuse the Contractor from performance under this Contract. Under unforeseen circumstances, such as the closing or suspension of the School District's operations, the District will be under no obligation to purchase the estimated quantities.

34) <u>Insurance:</u> The Contractor must provide proof of insurance to the School District prior to commencement of any work under the contract. If by the terms of this insurance any mandatory deductibles are required, or if the successful bidders should elect to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the successful bidders shall be responsible for payment of the amount of the deductible in the event of a paid claim. L'Anse Creuse Public Schools is not responsible for any successful bidder's respective equipment such as tools, equipment, scaffolding towers, staging and other temporary equipment owned, borrowed or rented. The successful bidder, at their option, shall separately insure any and all equipment.

The successful bidders shall maintain the following limits of insurance:

- a. Worker's Compensation as required by the State of Michigan. Employers Liability limits not less than \$500,00 each accident and each disease and a policy limit of not less than \$500,00.
- b. Comprehensive General Personal Injury Liability in the limits of \$1,000,000 each person, \$1,000,000 each accident & \$1,000,000 each aggregate.
- c. Property Damage Liability in the limits of \$1,000,000 each accident and \$1,000,000 each aggregate.
- d. Automobile Personal Injury Liability (to include coverage of off-road vehicles) in the limits of \$1,000,000 each person & \$1,000,000 each accident.
- e. Automobile Property Damage Liability (to include coverage of off-road vehicles) in the limits of \$1,000,000 each accident.
- f. The State of Michigan has a no-fault automobile insurance requirement. The successful bidders shall be certain coverage is provided which conforms to any specific stipulation in the law.
- g. Umbrella/Excess Liability coverage in limits not less than \$2,000,000 per occurrence and \$2,000,000 Aggregate that sits over the General Liability coverage and Auto Liability coverages.
- h. The successful bidders shall carry any other insurance such as Unemployment Compensation, etc., as required by law. I am not familiar with adding in this language under the insurance section so I cannot advise on including this, it probably doesn't hurt to include though.
- i. Successful bidders shall name L'Anse Creuse Public Schools as an additional insured on a primary and non-contributory basis for General Liability and Auto Liability coverages. Cancellation Notice: For all coverages required described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-renewal, Reduction and/or Material Change shall be sent to the Assistant Superintendent of Business and Operations, L'Anse Creuse Public Schools 24076 FV Pankow Boulevard, Clinton Township, MI 48036."

35) Contamination Responsibility:

- a. It shall be the responsibility of the successful bidders to pay any and all costs incurred from the clean up related to any environmental hazard created by means of release, spill, leak or any other means of contamination caused by accident or negligence of the successful bidders or sub-successful bidders.
- b. It shall be the responsibility of the successful bidders to dispose of any product(s) and/or material following EPA, DNR, and local applicable laws and regulations.

c. It shall be the responsibility of the successful bidders, if required to purchase the proper permits and notify the proper authorities prior to commencing said project or, should a "release" take place, to notify proper authorities of any such release.

36) Material Safety Data Sheets:

- a. If the successful bidder or sub-contractor brings a hazardous chemical onto the district property, a Material Safety Data Sheet for that chemical must be submitted to the Director of Operations.
- b. The district keeps a file of Material Safety Data Sheets on potentially hazardous chemicals at each location.

37) Safety:

- a. The Contractor shall be responsible for providing and for placing signage, barricades, tape and other safety/traffic control equipment, as appropriate, to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the Owner, and the Successful bidders must take all necessary steps to assure proper safety during the performance of the Contractor. Any Bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- b. The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Contractor at the Contractor's expense.
- c. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The District is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work shift. If there is a question in this area, the Director of Operations will be consulted.
- d. The Owner does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Director of Operations.
- e. The Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error. The Owner reserves the right to repair any or all damages with other sources if the Contractor fails to do so within an expedient time to be determined by the Owner. The Contractor shall be back-charged for all costs required to complete this work.
- f. In the event that the Contractor causes building damage, the Contractor shall be responsible for immediate communication to the Director of Operations.
- **38)** No Smoking/Weapon Policy: L'Anse Creuse Public Schools Board of Education policy prohibits the use of any tobacco product (including cigar, pipe, cigarette, snuff, or any other matter or substance that contains tobacco), or any weapons in all District buildings, on all District grounds or in vehicles on District grounds.
- **39)** Payments And Completion: Contractor shall invoice the district within thirty (30) days after work is complete. All work performed in June must be invoiced by June 30th. Invoices must include an invoice number and contain the purchase order number under which the contract is awarded. Payment to the successful bidders will be made thirty (30) days after the work is complete and accepted by L'Anse Creuse Public Schools.

DUE: November 13, 2025, at 12:00pm

40) <u>Indemnification:</u> Contractor agrees to indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, Contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or omission or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, Contractors and agents; (ii) any breach of the terms of the by Contractor, its officers, directors, employees, successors, assignees, Contractors and agents; or (iii) any breach of any representation or warranty by Contractor, its officers, directors, employees, successors, assignees, Contractors and agents under the Contract. This provision shall survive the expiration or earlier termination of the Contract.

- **41)** Failure to Provide Insurance: If the Contractor refuses or fails to submit the Insurance Certificates within the 7-day period after the bid award, the School District will consider the Contractor to have abandoned all rights and interests in the Contract award.
- **42)** Freedom of Information Act (FOIA): The District is subject to the statutory requirements for the Freedom of Information Act (FOIA) laws. All information in a Contractor's proposal and any resulting contract are subject to the provisions of FOIA. Contractor agrees that the District may copy their proposal, respond to requests for such public records, and provide customer access to their information. The Contractor consents to such requests and warrants that this will not violate the rights of any third party. Contractor information that is proprietary and/or confidential shall be so marked and kept readily separated from the rest of their proposal. An entire proposal shall not be marked as proprietary or confidential, or it may be disqualified from award consideration.

GUARANTEES BY THE SUCCESSFUL CONTRACTOR

That the Contractor has carefully checked the enclosed figures and understands that it shall be responsible for any error of omission in this proposal.

SPECIFICATIONS OF SERVICES

Mowing Services

- 1) Mowing must be available at the awarded rate at all times between April 1st and November 30th. Bids are to be submitted to include all six (6) locations as stated as a cost per season, per building. District reserves the right to award all services to one vendor, or multiple, depending on qualified bidders.
 - Additionally, bids should include cost per cut in the event the district needs additional landscaping services at other buildings on a per cut basis. District reserves the right to add additional buildings as necessary.
- 2) Mowing will not exceed 28 cuts nor be less than 18 cuts during the cutting season.
- 3) Mowing shall occur approximately one (1) time per week at each site, and in no case shall be more than ten (10) calendar days between mowing at each site unless specifically requested by the district.
- 4) The district reserves the right to postpone mowing operations when weather, financial, or other conditions necessitate a reduction of moving services.
- 5) All litter such as paper, cans, bottles, etc. must be picked up and disposed of prior to mowing.
- 6) Mowing frequency shall be such that the grass cutting or clippings are not of sufficient quantity to detract from overall site appearance. If the time between cuttings must be extended for any reason, thereby causing an excessive amount of clippings on the lawn, the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the district.

DUE: November 13, 2025, at 12:00pm

7) Mowing shall be coordinated to prevent the depositing of mowing debris into planters, flowerbeds, or base mounted equipment such as A/C condensers and air intake grilles. Any clippings or debris blown into these areas shall be removed immediately.

8) All non-turf areas such as sidewalks, patios, entrances, planters, etc. shall be free of clippings and cutting debris via means of blowers, sweepers or other equipment.

Trimming Services

- 1) Trimming shall be done simultaneously with the mowing operation. Trimming is to be completed each time a site is mowed.
- 2) Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, back stops, play areas, playground equipment, under fixed bleachers, next to buildings where established plantings are not present, and around all other obstacles to provide a neat and even appearance to the entire site.

Edging Services

- 1) All paving and cement details shall be vertically edged to remove turf overgrowth four (4) times each season. First, within the first two (2) weeks of May. Second, within the last two (2) weeks of July. Third, the last week in August and fourth, the last week of October.
- 2) Contractor shall notify District upon completion of each edging occurrence.
- 3) All equipment shall be mechanically sound and reliable with all required guards in place while in operation.

Equipment

- 1) All mowing operations are to be performed using machines manufactured by companies recognized for producing quality commercial equipment. All equipment shall be mechanically sound and reliable.
- 2) All blades will be sharp and properly adjusted for height and cutting sharpness.
- 3) All mower decks shall be equipped and operated with discharge chutes at all times while on school district property.
- **4)** Mowers are to be set to cut at a minimum of three (3) inches and grass shall never exceed a total height of five (5) inches between cuts.
- 5) Trimming will be performed with nylon cord trimming equipment.
- **6)** The Contractor shall provide a list of available mowing/trimming equipment for this contract. This list must be submitted with the Bid Proposal
- 7) The district reserves the right to physically inspect and view the Contractor's equipment at any time prior to awarding a contract or upon request at a later date.

SCHEDULING AND HOURS OF WORK

Mowing services shall be performed at times mutually agreed upon between the District and Contractor. The Contractor shall be responsible for complying with all local ordinance regarding working times. Contractor assumes all liability for complying with local ordinances. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible.

2) Scheduling of work must be coordinated with the individual facilities' operational needs in order to avoid disruption or unsafe conditions. This will be done in coordination with Director of Operations.

3) The Contractor shall contact the Director of Operations by April 1st each year to discuss mowing schedules, site activities and expectations.

BASE BID - PROPOSAL PRICE PER LOCATION:

| | | | Cost for 3 years April-November 30 | | |
|---------------------------------------|---------------------|--------------|---------------------------------------|--------|--------|
| Location | Address | City | Year 1 | Year 2 | Year 3 |
| Francis A. Higgins Elementary | 29901 24 Mile Rd. | Chesterfield | | | |
| Anna Mae Burdi Early Childhood Center | 29851 24 Mile Rd. | Chesterfield | | | |
| Joseph M. Carkenord Elementary | 27100 24 Mile Rd. | Chesterfield | | | |
| Atwood Elementary | 45690 North Avenue | Macomb | | | |
| L'Anse Creuse High School - North | 23700 21 Mile Rd. | Macomb | | | |
| L'Anse Creuse Middle School - North | 46201 Fairchild Rd. | Macomb | | _ | |
| | RANT TOTAL | | | | |

| Are you | willing to | provide on | call servic | es in the | event the | district | needs a | additional | services? |
|---------------|--------------|------------|-------------|-----------|-----------|----------|---------|------------|-----------|
| \square YES | \square NO | | | | | | | | |

If yes, please provide the cost below for additional facilities.

ALTERNATE: ADDITIONAL CUTS FOR OTHER DISTRICT FACILITIES

| Location | Address | City | Cost Per Cut |
|---|-------------------------|---------------|--------------|
| Marie C. Graham Elementary | 25555 Crocker | Harrison Twp. | |
| Green Elementary | 47260 Sugarbush | Chesterfield | |
| Lobbestael Elementary | 38495 Prentiss | Harrison Twp. | |
| South River Elementary | 27733 South River Rd. | Harrison Twp. | |
| Tenniswood Elementary | 23450 Glenwood | Clinton Twp. | |
| Donald J. Yacks Elementary | 34700 Union Lake Rd. | Harrison Twp. | |
| L'Anse Creuse Middle School – East | 30300 Hickey Road | Chesterfield | |
| L'Anse Creuse Middle School – Central | 38000 Reimold | Harrison Twp. | |
| L'Anse Creuse Middle School – South | 34641 Jefferson Avenue | Harrison Twp. | |
| L'Anse Creuse High School | 38495 L'Anse Creuse Rd. | Harrison Twp. | |
| DiAnne M. Pellerin Center | 24001 F.V. Pankow Blvd. | Clinton Twp. | |
| Frederick V. Pankow Center/Performing Arts Cntr | 24600 F.V. Pankow Blvd. | Clinton Twp. | |
| Harry L. Wheeler Center | 24076 F.V. Pankow Blvd. | Clinton Twp. | |
| Larry F. Brender Center | 24400 F.V. Pankow Blvd. | Clinton Twp. | |

DUE: November 13, 2025, at 12:00pm

AWARDING CONTRACT

Price will not be the only factor considered in awarding this bid. Other factors to be considered, but not limited to, are the qualifications of the bidder, quality of the products, conformity with the specification, and training plan and implementation schedule. Consideration will be based on best promoting clerical and operational efficiencies, including limitations on the number of Contractor receiving awards. After Board of Education approval, the awarded Contractor will be notified in writing.

| Evaluation Criteria | Points |
|------------------------------|--------|
| Price | 70/100 |
| Qualifications/References | 15/100 |
| Conformity to Specifications | 15/100 |
| Total Points | 100 |

| BID DUE: | Landscaping 9 November 13 | Services 2025, at 12:00pm | |
|-------------|------------------------------|---|-------------------------------------|
| | | | |
| Please p | rovide the fo | llowing information: | |
| How ma | ny years hav | e you been in business? | |
| Can you | provide prod | uct and/or services outlined in the Scope? Y | es □ No □ |
| | | euse Public Schools, please list at least three (3) refer at you currently do business with: | rences, within the public educatior |
| - | ny Name: | | |
| Contac | t Person: | | |
| Addres | | | |
| City, S | | | |
| Phone | ! | Email: | |
| | | | |
| Compa | ny Name: | | |
| Contac | t Person: | | |
| Addres | ss: | | |
| City, S | tate: | | |
| Phone | : | Email: | |
| | | | |
| Compa | ny Name: | | |
| - | t Person: | | |
| Addres | ss: | | |
| City, S | tate: | | |
| Phone | | Email: | |

NOTARIZED AFFIDAVIT OF FAMILIAL DISCLOSURE

The undersigned, the district or authorized office of the below-named contractor, Pursuant to the familial disclosure requirement provided in L'Anse Creuse Public Schools request for Proposals, hereby represents and warrant that, excepts as provided below, no familial relationship exists between the district or key employee of the contractor, and any member of the L'Anse Creuse Public School Board, the L'Anse Creuse Public School Superintendent, or the L'Anse Creuse Assistant Superintendent for Business and Operations. Names of the School District's Board of Education Members, Superintendent, and Assistant Superintendent for Business and Operations may be found at on the District website at http://www.lc-ps.org

| Name Relationship | |
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| Bidder/Contractor Name: | |
| | |
| Representative: | |
| | |
| Title: | |
| | |
| Date: Signature: | |
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| Cubanibad and accomb before man this | |
| Subscribed and sworn before me, this, day of, 20, a | |
| Notary Public in and for the State of County of | |
| Totally Fubilic III and for the State ofCounty of | |
| | |
| | |
| NOTARY PUBLIC (Signature) | |
| | |
| My Commission Expires | |

AFFIDAVIT OF COMPLIANCE WITH IRAN ECOMONIC SANCTIONS ACT MICHIGAN PUBLIC ACT #517 OF 2012

By signing below, as an Authorized Representative of the organization named below, I certify that we/they are not an "Iran linked business" within the meaning of Michigan Act No. 517, Public Acts of 2012, and that in the event it is awarded Contract as a result of this Request for Proposal, they will not become an "Iran linked business" during the course of performing our work under the Contract.

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable for civil penalties of \$250,000 or two times the amount of the contract or proposed contract, whichever is more, as more fully set forth in Section 5 of Act No. 517, Public Acts of 2012.

| Bidder/C | ontractor | | | | | | |
|---------------------------|---------------------|-------------|------------|----------|------|--|--|
| Name: | | | | | | | |
| Represer | ntative: | | | | | | |
| Title: | | | | | | | |
| Date: | | | Signature: | | | | |
| | | | | | | | |
| Subscribed | l and sworn befo | ore me, thi | s day of | , 2 | 0, a | | |
| Notary Pub | olic in and for the | State of _ | Co | ounty of | | | |
| | | | | | | | |
| NOTARY PUBLIC (Signature) | | | | | | | |
| My Commission Expires | | | | | | | |

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

- 1. By signing and submitting this form, the prospective lower tier participant provides the certification per these instructions.
- 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check for Excluded Parties on the System for Award Management at https://www.sam.gov/portal/public/SAM/.
- 8. Nothing contained in the foregoing shall be construed to require establishing a system of records to render the certification required by this clause in good faith. The knowledge and information of a participant are not required to exceed that normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 180.

The prospective primary participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

| Bidder/Contractor Name: | | | | | | |
|-------------------------|--|--|------------|--|--|--|
| Representative: | | | | | | |
| Title: | | | | | | |
| Date: | | | Signature: | | | |

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all contracts above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000),

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

- 1) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification
- 2) The Bidder/Contractor by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
 - a) No Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Bidder/Contractor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the District.
 - c) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of contract awards in excess of \$150,000 shall certify and disclose accordingly.
- 3) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

| Bidder/Contractor Name: | | | | | | |
|-------------------------|--|--|------------|--|--|--|
| Representative: | | | | | | |
| Title: | | | | | | |
| Date: | | | Signature: | | | |

| BID DUE: | Landscaping Services November 13, 2025, at 12:00pm | | |
|---------------------|--|-----------------------------------|-----------------------------------|
| | | | |
| | CONFLICT OF INT | EREST DISCLOSURE FORM | |
| contracto | ial or actual conflict of interest exists when ors other material interests, or relationsl nents are not disclosed. | | |
| officer or purchase | nflict-of-Interest Form should indicate when r a director of, any outside entity whose fir e. The contractor should also disclose any or apparent conflict of interest. | nancial interest would reasonably | appear to be affected by the |
| □ I have | no conflict of interest to report | | |
| spouse) | the following conflict of interest to report, posit on, any for-profit businesses for which y ty shareholder, and the name of your employed | ou or an immediate family memb | er are an officer or director, or |
| | | Conflict Polotionabin | 1 |
| Organi | zation | Conflict Relationship | - |
| | | | |
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| Bidder/Contractor Name: | | e: | | | |
|-------------------------|--|----|------------|--|--|
| Representative: | | | | | |
| Position: | | | | | |
| Date: | | | Signature: | | |

ACCEPTANCE OF PROPOSAL

I have read the bid proposal including bid requirements, terms and conditions, and contractor requirements and specifications, which are integral parts of the terms of this contract.

My signature below certifies that the accompanying proposal is not the result of, or affected by any unlawful act of collusion with another person or company engaged in the same line of business or commerce or any act of fraud punishable under current Federal or Michigan law.

The undersigned agrees to execute a Contract for work covered by this proposal provided that he is notified of its acceptance within ninety (90) days after date of Proposal.

I hereby certify that I am authorized to sign as an Authorized Representative for the Bidder/Contractor:

| Bidder/Contractor Name: | | | | | | | | | | | | | |
|--|--|------|---------|---------|------|--------|--|--|--|--|--|----------|--|
| Representative Name: | | | | | | | | | | | | | |
| Street Address: | | | | | | | | | | | | | |
| City, State and Zip | | | | | | | | | | | | | |
| Phone: | | | Fax: | | | | | | | | | <u>.</u> | |
| Email: | | | | | Wel | bsite: | | | | | | | |
| Date: | | Sign | nature: | | | | | | | | | | |
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| | | | | | | | | | | | | | |
| Addenda necessary? | | | Yes | | □ No | | | | | | | | |
| If yes, by signing below, the contractor acknowledges receipt of all addenda | | | | | | | | | | | | | |
| Date: | | | Sigr | nature: | | | | | | | | | |